

1 BILL NO. S-80-12-50

2 SPECIAL ORDINANCE NO. S-24-81

3
4 AN ORDINANCE approving a contract for
5 Sewer Improvement Resolution No. 311-80
6 between the City of Fort Wayne, Indiana
and L.W. Dailey Inc., Contractor for in-
stallation of a sanitary sewer.

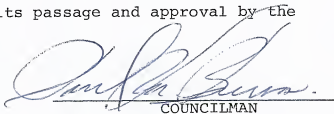
7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:

9 SECTION 1. That a certain contract, dated December 16,
10 1980, between the City of Fort Wayne, Indiana, by and through
11 its Mayor and the Board of Public Works and L.W. Dailey Inc.,
12 Contractor, for:


13 construction of a local sanitary sewer,
14 eight inch and ten inch in diameter for
15 receiving sewage from the North half of
16 Section 29, Township 31 North, Range 13
East,

17 under Board of Public Works Sewer Improvement Resolution No.
18 311-80, at a total cost of \$552,568.20, all as more particu-
19 larly set forth in said Contract which is on file in the Office
20 of the Board of Public Works and is by reference incorporated
21 herein and made a part hereof, be and the same is in all
22 things hereby ratified, confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full force
24 and effect from and after its passage and approval by the
25 Mayor.

26 
27 COUNCILMAN

28 APPROVED AS TO FORM AND
29 LEGALITY DECEMBER 18, 1980.

30 
31 JOHN E. HOFFMAN, City Attorney
32

Read the first time in full and on motion by Burns,
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, 19____, the _____ day of _____,
at _____ o'clock _____ M., E.S.T.

DATE: 12-23-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Stier, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	_____	_____	<u>1</u>	_____
BURNS	<u>X</u>	_____	_____	_____	_____
EISBART	<u>X</u>	_____	_____	_____	_____
GIAQUINTA	<u>X</u>	_____	_____	_____	_____
NUCKOLS	_____	_____	_____	<u>X</u>	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
SCHOMBURG	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 1-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. S-24-81
on the 13th day of January, 1981.

ATTEST:
Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)
James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 14th day of January, 1981, at the hour of
11:00 o'clock 4 M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan,
1981, at the hour of 11 o'clock A M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-50

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Sewer Improvement Resolution No.
311-80 between the City of Fort Wayne, Indiana and L.W. Dailey
Inc., Contractor for installation of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 1/13/81 CHARLES W. WESTERMAN, CITY CLERK

70-78-2^{CF/1} (d) 12/16/80

CONTRACT NO. 311-80

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between L.W. DAILEY INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

Line #1: Beginning at a proposed manhole located 300± LF south of and 15± LF east of the intersection of Hobson Road and Stellhorn Road; thence, easterly 2900± LF to a proposed manhole located 250± LF South of and 620± LF west of the intersection of Wyandotte Drive and Stellhorn Road; thence, meandering north-easterly 480± LF to a proposed manhole located 30± LF south of and 20± LF west of the intersection of Buesching Drive and Stellhorn Road; thence, easterly 560± LF terminating at a proposed manhole located 540± LF east of and 30± LF south of the intersection of Buesching Drive and Stellhorn Road.

Line #2: Beginning at a proposed manhole located 450± LF north of and 15± LF east of the intersection of Trier Road and Captiva Drive; thence, northerly 660± LF to a proposed manhole located 30± LF south of and 20± LF west of the intersection of Sanibel Drive and Capitava Drive; thence, northwesterly 100± LF terminating at a proposed cleanout located 20± LF north of and 105± LF west of the intersection of Sanibel Drive and Captiva Drive.

Line #3: Beginning at an existing manhole located 20± LF west of and 5± LF South of the intersection of Elwood Drive and Beckstein Drive; thence, easterly 1210± LF terminating at a proposed cleanout located 15± LF south of and 125± LF west of the intersection of Reed Road and Beckstein Drive.

Line #4: Beginning at an existing manhole located 350± LF south of and 20± LF west of the intersection of Beckstein Drive and Elwood Drive; thence, southerly 300± LF to a proposed manhole located 15± LF north of and 5± LF east of the intersection of Elwood Drive and Trier Road; thence, easterly 1200± LF terminating at a proposed manhole located 20± LF north of and 115± LF west of the intersection of Trier Road and Reed Road.

Line #5: Beginning at an existing manhole located 80± LF north of and 50± LF west of the intersection of Evergreen Lane and Dewberry Drive; thence, northerly 685± LF to a proposed manhole located 30± LF south of and 20± LF east of the intersection of Evergreen Lane and Oak Park Drive; thence, easterly 725± LF to a proposed manhole located 25± LF south of and 415± LF east of the intersection of Oak Park Drive and Hampshire Drive; thence, northeasterly 85± LF to a proposed manhole located 25± LF north of and 485± LF east of the intersection of Oak Park Drive and Hampshire Drive; thence, easterly 320± LF terminating at a proposed manhole located 25± LF north of and 120± L west of the intersection of Oak Park Drive and Wyandotte Drive.

Line #6: Beginning at a proposed manhole located 200± LF north and 25± LF West of of the intersection of Evergreen Lane and Dewberry Drive; thence, easterly 330± LF to a proposed manhole located 210± LF north of and 30± LF east of the intersection of Hampshire Drive and Dewberry Drive; thence, northerly 175± LF to a proposed manhole located 25± LF south of and 30± LF east of the intersection of Hampshire Drive and South Drive; thence, east 775± LF terminating at a proposed manhole located 25± LF south of and 115± LF west of the intersection of South Drive and Wyandotte Drive.

Lateral "A": Beginning at a proposed manhole located 10± LF south of and 20± LF east of the intersection of Hampshire Drive and Ferndale Drive; thence, westerly 150± LF terminating at a proposed cleanout located 10± LF south of and 130± LF west of the intersection of Hampshire Drive and Ferndale Drive.

Lateral "B": Beginning at a proposed manhole located 15± LF south of and 15± LF east of the intersection of Hampshire Drive and Bruneal Street; thence, easterly 850± LF terminating at a proposed cleanout located 15± LF south of and 20± LF east of the intersection of Wyandotte Drive and Bruneal Street.

Lateral "C": Beginning at a proposed manhole located 15± LF south of and 15± LF east of the intersection of Hampshire Drive and Plymouth Road; thence, easterly 1130± LF terminating at a proposed manhole located 15± LF south of and 230± LF east of the intersection of Plymouth Road and Wyandotte Drive.

Lateral "D": Beginning at a proposed manhole located 250± LF south of and 25± LF west of the intersection of Hampshire Drive and Stellhorn Road; thence, southerly 925± LF to a proposed manhole located 10± LF south of and 20± LF east of the intersection of Hampshire Drive and Ferndale Drive; thence, easterly 725± LF terminating at a proposed manhole located 10± LF south of and 120± LF west of the intersection of Wyandotte Drive and Ferndale Drive.

Lateral "E": Beginning at a proposed manhole located 20± LF north of and 10± LF east of the intersection of Hobson Road and Croix Drive; thence, southeasterly 200± LF terminating at a proposed manhole located 20± LF north of and 225± LF west of the intersection of Croix Drive and Cherrystone Lane.

Lateral "F": Beginning at a proposed manhole located 170± LF north of and 20± LF west of the intersection of Croix Drive and Captiva Drive; thence, meandering northwesterly 290± LF terminating at a proposed cleanout located 200± LF north of and 100± LF east of the intersection of Croix Drive and Cherrystone Lane.

Lateral "G": Beginning at a proposed manhole located 15± LF south of and 5± LF east of the intersection of Sanibel Drive and Hobson Road; thence, easterly 460± LF terminating at a proposed manhole located 20± LF south of and 120± LF west of the intersection of Sanibel Drive and Cherrystone Lane.

Lateral "H": Beginning at a proposed manhole located 15± LF south of and 220± LF west of the intersection of Beckstein Drive and Reed Road; thence, northerly 360± LF terminating at a proposed manhole located 130± LF south of and 230± LF west of the intersection of Sand Ridge Road and Reed Road.

Lateral "I": Beginning at a proposed manhole located 15± LF south of and 5± LF east of the intersection of Beckstein Drive and David Lane; thence, northeasterly 420± LF terminating at a proposed manhole located 160± LF south of and 50± LF west of the intersection of Sand Ridge Road and David Lane.

Lateral "J": Beginning at a proposed manhole located 15± LF south 5± LF east of the intersection of Beckstein Drive and David Lane; thence, southerly a distance of 165± LF terminating at a proposed cleanout located 180± LF south of the intersection of Beckstein Drive and David Lane.

Lateral "K": Beginning at a proposed manhole located 15± LF south of and 15± LF west of the intersection of Elwood Drive and Sand Ridge Road; thence, easterly 550± LF terminating at a proposed cleanout located 15± LF south of and 100± LF east of the intersection of Sand Ridge Road and Rutland Lane.

Lateral "L": Beginning at a proposed manhole located 25± LF south of and 30± LF east of the intersection of Hampshire Drive and South Drive; thence, northerly 215± LF terminating at a proposed cleanout located 100± LF north of and 25± LF east of the intersection of Hampshire Drive and South Drive.

Lateral "M": Beginning at an existing manhole located 290± LF north of and 35± LF west of the intersection of Wyandotte Drive and Trier Road; thence, northerly 215± LF terminating at a proposed manhole located 225± LF south of and 25± LF west of the intersection of Wyandotte Drive and South Drive.

Lateral "X": Beginning at a proposed manhole located 30± LF south of and 20± LF west of the intersection of Buesching Drive and Stellhorn Road; thence, southerly 400± LF terminating at a proposed manhole located 430± LF south of and 20± LF west of the intersection of Buesching Drive and Stellhorn Road.

Said sewer shall be 8" and 10" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11035, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$552,568.20. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

8" Sewer Pipe	Fourteen dollars and 70/100	14.70
10" Sewer Pipe	Sixteen dollars and 50/100	16.50
Std. Manhole Type I-A	One thousand dollars and no/100	1,000.00
Std. Cleanout	Three hundred fifty dollars and no/100	350.00
Std. Manhole Type VI-A	One thousand two hundred dollars and no/100	1,200.00
6" "T" or "WYE" Tapping Unit with cap & plug	Forty-five dollars and no/100	45.00
6" Building Sewer Pipe	Thirteen dollars and 06/100	13.06
Special Backfill	Six dollars and 63/100	6.63
#53 or #73 Special Backfill	Eleven dollars and 20/100	11.20

10" Deep Strength Asphalt (Streets)	Eleven dollars and 92/100	11.92
4" Asphalt (Driveways)	Thirteen dollars and no/100	13.00
6" Conc. (Driveways)	Sixteen dollars and 50/100	16.50
6" Stone Surface (Driveways)	Two dollars and 50/100	2.50
8" Conc. (Streets)	Eighteen dollars and 50/100	18.50
2" Asphaltic Surface (Streets)	Two dollars and 65/100	2.65
Double Chip and Seal	One dollar and 40/100	1.40
Seeding + 2" Mulch	No dollars and 25/100	0.25
4"-12" Tile Replacement	Eight dollars and no/100	8.00
15"-18" Tile Replacement	Fourteen dollars and no/100	14.00
Culvert Pipe 8"-15" CMP (Headwalls)	Fifteen dollars and no/100	15.00
New Fence Replmt.	Ten dollars and no/100	10.00
6" "T" or "WYE" (City of Fort Wayne) Tap Permits	Thirty-five dollars and no/100	35.00
Base Stabilization	Twelve dollars and no/100	12.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to

compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/32).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 311-80
- B. Instructions to Bidders for Contract No. 311-80
- C. Contractor's Proposal Dated Sept. 9, 1980
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11035
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Federal Contract Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Addenda No. 1 and 2

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

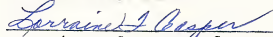
The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

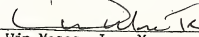
This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

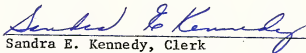
BY: 
G. W. Fishering, Jr., President

BY: 
Lorraine T. Casper, Secretary

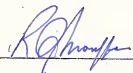
CITY OF FORT WAYNE, INDIANA

BY: 
Win Moses, Jr., Mayor

ATTEST:

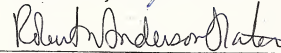

Sandra E. Kennedy, Clerk


APPROVED AS TO FORM AND LEGALITY:



BOARD OF PUBLIC WORKS


Mark L. Akers, Chairman


Roberta Anderson Staten, Member


Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on ____ day of
____, 19 ____.

Contract No. 311-80



ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL, MINNESOTA
A CAPITAL STOCK COMPANY

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 Feb., 1970 Edition

KNOW ALL MEN BY THESE PRESENTS: That L. W. Dailey, Inc.

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation organized under the laws of the State of Minnesota, with its Home Office in the City of St. Paul, Minnesota, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, Board of Public Works, One Main Street, Fort Wayne, IN

(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, in the amount of Five Hundred Fifty-two Thousand, Five Hundred, Sixty and 00/100----- Dollars (\$ 550,560.00-----),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated , 19 , entered into a contract with Owner for Resolution #311, Sanitary Sewers for Ranchwood, Phase II, in accordance with drawings and specifications prepared by City of Fort Wayne, Water Pollution Control Department, Fort Wayne, Indiana

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a

succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 16th day of December A. D. 19 80

In the presence of:

YASTE, ZENT & RYE, INC.
Authorized Agents

(Witness)

L. W. DAILEY, INC. (Seal)
(Principal)

St. Paul Fire and Marine Insurance Company (Seal)
(Surety)

By (Attorney-in-fact)



ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL, MINNESOTA
A CAPITAL STOCK COMPANY

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 Feb., 1970 Edition

The bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS: That L. W. Dailey, Inc.

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation organized under the laws of the State of Minnesota, with its Home Office in the City of St. Paul, Minnesota, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne, Board of Public Works, One Main Street, Fort Wayne, Indiana

(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Five Hundred, Fifty-two Thousand, Five Hundred, Sixty 00/100 Dollars (\$ 552,560.00-----),
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 19
entered into a contract with Owner for Resolution #311, Sanitary Sewers for Ranchwood, Phase II
in accordance with drawings and specifications prepared by City of Fort Wayne, Water Pollution Control Department, Fort Wayne, Indiana
(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the

work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 16th day of December A. D. 19 80

In the presence of:

L. W. DAILEY, INC. (Seal)
(Principal)

YASTE, ZENT & RYE, INC.

Authorized Agents

St. Paul Fire and Marine Insurance Company (Seal)
(Surety)

By [Signature]
(Attorney-in-fact)

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL, MINNESOTA

(A Capital Stock Company)

Fidelity and Surety
Department

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski,
Leonard Shirley, Lane I. Ross, Vicki L. Anderson, individually,
Ft. Wayne, Indiana

its true and lawful attorneys-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V.—Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and

its corporate seal to be affixed by its authorized officer, this 24th day of June

A. D. 1980

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA

County of Ramsey

} s.s.

Vice President.

On this 24th day of

June 19 80

, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES

Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION.

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

day of

December

19 80

Secretary.

TITLE OF ORDINANCE St. Joe Area Sanitary Imp. Sewage Works Grant C-180599-06 Res-311-80

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE A Contract to construct a local sanitary sewer, eight inch and ten inch in diameter for receiving sewage from the North half of Section 29, Township 31 North Range 13 East. All according to FWPC Engineering Dept. Drawing No. SY-11035, and do everything required by the contract and other documents. The improvements cover the construction in the St. Joe drainage basin which will improve the water quality of the City's raw water supply.

SY-11035

EFFECT OF PASSAGE L.W. Dailey will be the Contractor for the Res. 311-80 Ranchwood Sanitary Sewer which will improve the water quality of the City's raw water supply.

EFFECT OF NON-PASSAGE The above described passage cannot be possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost: \$552,568.20.
Which will be paid for by USEPA (75%), State (10%), and City Utilities (15%)

ASSIGNED TO COMMITTEE City Utilities